

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

III - INTERACTIVE LLC D/B/A DIVISION-D
PLAINTIFF

v.

HI MEDIA ESPAÑA PUBLICIDAD ONLINE SL,
DEFENDANT

Case No. _____

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiff, by the undersigned counsel, and states the following in support of Plaintiff's claim for damages arising out of Defendant's breach of contract:

1. Plaintiff is a limited-liability company organized in accordance with the laws of the U.S. state of Missouri. Each of Plaintiff's members is a natural person who is domiciled in Missouri.

2. Defendant is a *sociedad limitada* organized in accordance with the laws of Spain. Defendant is wholly owned by AdUX SA, a *société anonyme* incorporated in accordance with the laws of France. AdUX SA is domiciled in France.

3. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.

4. This Court can exercise original subject-matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(2), because there is complete diversity of citizenship, and the amount in controversy exceeds the statutory threshold.

5. This Court can exercise specific in personam jurisdiction, because Defendant consented to the jurisdiction of this Court in any action arising out of the contract.

6. This Court is a proper venue pursuant to 28 U.S.C. § 1391(b)(2) and Local Rule 3.2(b)(3), because a substantial portion of the events and omissions giving rise to Plaintiff's claim occurred in this district, Plaintiff resides in Boone County, and Defendant does not reside in Missouri.

7. On or about May 3, 2017, Plaintiff and Defendant entered into a written contract whereby Plaintiff agreed to provide internet-advertising services to Defendant, and Defendant agreed to pay Plaintiff a fee based on the number of impressions.

8. Plaintiff performed plaintiff's agreement.

9. All conditions precedent to Defendant's performance have occurred or been performed.

10. Defendant has failed to perform Defendant's agreement.

11. Plaintiff has thereby been damaged in the amount of \$106,044.94, which does not include any interest or costs or expenses, such as attorneys' fees.

12. For services rendered in July 2018, Defendant owes Plaintiff \$57,973.60. Payment was due on September 29, 2018.

13. For services rendered in August 2018, Defendant owes Plaintiff \$33,425.31. Payment was due on October 30, 2018.

14. For services rendered in September 2018, Defendant owes Plaintiff \$14,646.03. Payment was due on November 29, 2018.

15. Defendant agreed that interest would accrue on any unpaid principal amount at the rate of 1.5% a month.

16. Defendant also agreed that in any action arising out of the contract, the prevailing party would be entitled to collect its costs and expenses, including attorneys' fees.

WHEREFORE, Plaintiff prays for the Court to enter a judgment in favor of Plaintiff against Defendant for damages in the amount of \$106,044.94, plus interest, plus costs and expenses, including attorneys' fees, and for any other relief the Court deems just and proper under the circumstances.

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/s/ Matthew R. Quetsch

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